

FUTURE OWASSO RAMS SPORTS PARK BUILDING SITE GROUND LEASE

THIS LEASE, executed on the 18<sup>th</sup> day of January 2011, by and between the CITY OF OWASSO, OKLAHOMA, a municipal Corporation, its successors and assigns, hereinafter called "LESSOR", and the FUTURE OWASSO RAMS ("FOR") YOUTH SPORTS, hereinafter called "LESSEE".

WITNESSETH:

That LESSOR does hereby let and lease unto LESSEE the premises situated in the City of Owasso, County of Tulsa and State of Oklahoma, and further described as follows:

An area, located at the Owasso Sports Park, Area "A", at 116<sup>th</sup> Street North, west of US Highway 169, and 20 feet from the existing concession stand, upon which the building constructed by Lessee with dimensions of 40 feet by 80 feet, ample parking space adjacent to the office structure and the area immediately surrounding said office building with approximate dimensions of 90 feet by 185 feet from the wall of the building, in any event inclusive of the immediately surrounding ground area wherein Lessee has installed and maintains ground sprinklers.

To have and to hold unto LESSEE for the term of ten (10) years, commencing on the 18<sup>th</sup> day of January, 2011, and ending on the 17<sup>th</sup> day of January, 2021, upon the covenants and agreements herein set forth.

1. The LESSEE hereby covenants and agrees to pay to the LESSOR as rent for said premises during the said term, the sum of Ten Dollars and no/100's (\$10.00) per year upon execution of this lease and each extension hereof. Acceptance of rent for the entirety of the ten (10) year term by LESSOR shall in no way abrogate, lessen or affect the rights of the parties to terminate this lease by written notice in conformance with the provisions of Paragraph 2 below. In the event either party shall exercise its termination rights as provided in Paragraph 2 prior to expiration of the ten (10) year lease term, LESSOR shall repay to LESSEE the prorated rental amount calculated by using number of years remaining in the lease term. This lease is specifically granted to LESSEE for the facilitation of youth sports and shall become null and void if LESSEE no longer manages any type of youth sports in the City of Owasso, subject to the provision of section three below.

2. Maintenance of the office building facility shall be the sole obligation and responsibility of the LESSEE. LESSEE shall hold LESSOR harmless and agree to indemnify LESSOR from and against any and all claims, cost, damage, expense, including any necessary attorney fees incurred by the LESSOR in the enforcement of this lease, Alternative Dispute Resolution fees and costs, or loss incurred or suffered by LESSOR from all claims, damages or injuries arising out of, caused by or occurring on the premises of the office building facility and the surrounding grounds above-described and included in the premises of this lease.

3. Notwithstanding any other provision hereof to the contrary, either party hereto may terminate this Lease Agreement at any time, and for any reason, upon one hundred twenty (120) day written notice to the other party.

If LESSEE so terminates, it shall forfeit all its right, title, and interest to said construction to LESSOR.

If LESSOR so terminates, the parties hereto shall seek to negotiate a mutually satisfactory settlement. In the event the parties cannot agree, determination of LESSEE'S damages shall be

settled by arbitration. Such arbitration shall be before three disinterested arbitrators, one named by LESSOR, one by LESSEE, and one by the two thus chosen. The arbitrators shall determine the controversy, and their determination shall be final and binding on both LESSOR and LESSEE. Any mandatory award issued by the arbitrators against LESSOR shall be payable by LESSOR to LESSEE solely from revenue derived by LESSOR from LESSOR'S operation of the Sports Park.

4. LESSOR shall not allow said premises to be used in any manner which shall unreasonably interfere with LESSEE'S occupancy and/or programs, nor which shall, in any way, cause any damage to the facility or to LESSEE'S equipment located thereon.

5. LESSEE will use and occupy said premises and appurtenances in a careful, safe, and proper manner, in accordance with the ordinances of the City of Owasso and the statutes of the State of Oklahoma; and LESSEE will not allow said premises to be used for any purpose in any way that will increase the rate of insurance thereof, nor for any purpose other than as offices to be utilized by LESSEE and for storage of FOR equipment, and nor to be occupied in whole or in part by any other persons; and will not permit liquor to be sold at wholesale or retail, or consumed on the premises; nor assign this Lease, without in each case, the written consent of LESSOR first obtained; and will not permit any transfer by operation of law of LESSEE'S interest in said premises. LESSEE shall not use the premises for any unlawful purpose or in any way that will injure the reputation of the same, or disturb the neighborhood; and will not permit any substantial alteration of or upon any part of said demised premises, nor allow any sign or placard posted or placed thereon, except by written consent of LESSOR unless otherwise provided in said written consent.

6. LESSEE shall have the following duties with reference to said premises:

- a. to keep said premises clean, as stated herein;
- b. to properly use, operate, maintain, and replace, if reasonably necessary, any building constructed on the premises;
- c. to maintain the grounds of the lease premises in a clean, safe, and sanitary condition.

7. LESSOR may have free access to the premises at all reasonable times for the purpose of examining the same.

8. Every demand for rent due wherever and whenever made shall have the same effect as if made at the time it falls due and at the place of payment or on the premises. LESSOR may receive and collect any rent due, and such collection or receipt shall not operate as a waiver of, nor affect such notice, suit or judgment. Any notice or summons to be served by or upon behalf of LESSOR to LESSEE under this Lease may be sufficiently served by leaving such notice or summons addressed to LESSEE upon the said demised premises.

9. The LESSEE shall insure the subject premises against loss by personal injury or property damage. Such insurance shall be at LESSEE'S cost and in an amount not less than One Million Dollars (\$1,000,000.00), and shall name the City of Owasso as a co-insured. A copy of the evidence of insurance shall be supplied to the City Manager of LESSOR.

10. The LESSOR shall pay any and all property tax obligations imposed upon the property during the term of this Lease, including any increases thereon. LESSEE shall pay any taxes

assessed upon the office building facility. LESSEE shall pay all utility expenses for the office building facility.

11. LESSOR hereby covenants and agrees that if the LESSEE shall perform all the covenants and agreements herein stipulated to be performed on LESSEE'S part, the LESSEE shall at all times during said term have the peaceable and quiet enjoyment and possession of said premises without any manner of let or hindrance from LESSOR or any persons lawfully claiming said premises.

12. LESSOR and LESSEE mutually agree that LESSOR and LESSEE may terminate this Lease at the end of the above-stated ten (10) year term by serving written notice thereof upon the other party at least sixty (60) days prior thereto. In the absence of such notice, this Lease shall continue on the terms and conditions contained herein and in force prior to the expiration of the above-stated initial term for an additional ten (10) year term.

13. LESSEE shall hold the City of Owasso, Oklahoma, its officers, agents, employees, and independent contractors, harmless and fully indemnify said City of and from any and all claims of neglect, negligence, liability for personal injury or property damage occurring during the term of this Lease, except as the same may arise from the negligence of LESSOR, LESSOR'S agents, or employees. This indemnification and hold harmless agreement shall extend to reasonable attorney's fees and costs incurred in defending itself from any claims made during the term of the Lease, including therewith Alternative Dispute Resolution Attorney's fees and costs.

14. LESSOR or LESSEE may request that the terms and provisions of this Lease be reopened upon thirty (30) days notice in writing to the other party. Each party shall attempt, at this point, to address any such issues raised by the other, but the process of reopening or renegotiating shall not obligate either party to accept the proposal of the other party or to vary the terms of this agreement.

IN WITNESS WHEREOF, the parties above have hereunto set their hands on the day and year first written above.



CITY OF OWASSO, OKLAHOMA

BY:

*Rodney J. Ray*  
Rodney J. Ray, City Manager

ATTEST:

*Sherry Bishop*  
Sherry Bishop, City Clerk

APPROVED AS TO FORM:

*Julie Lombardi*  
Julie Lombardi, City Attorney

FUTURE OWASSO RAMS

BY:   
Chairman

ATTEST:   
Secretary